

**STATE OF LOUISIANA
SOUTHEASTERN LOUISIANA UNIVERSITY
HAMMOND, LOUISIANA**
(A Member of the University of Louisiana System)

**INVITATION TO BID
TO FURNISH A SNACK, CANDY, PASTRY,
AND FROZEN FOOD VENDING CONCESSION
FOR THE SOUTHEASTERN HAMMOND
AND BATON ROUGE CAMPUSES**

ISSUING AGENCY: Southeastern Louisiana University
Purchasing Department
SLU 10800
Hammond, LA 70402

DIRECTOR OF PURCHASING: Ed Gautier

PROCUREMENT SPECIALIST: Phyllis Hoover, CPPB
Ph: (985) 549-5415
Fx: (985) 549-3810

CONTRACT COORDINATOR: Pamela Hoover, Director
Campus Card Operations
Ph: (985) 549-3990
Fx: (985) 549-5918

ITB RELEASE DATE: May 19, 2010

ON-SITE INSPECTION: By Appointment with Contract Coordinator

FAX INQUIRY DEADLINE: June 1, 2010 (Fax: 985-549-3810 - Hoover)

ITB RETURN DATE: June 14, 2010

ITB RETURN TIME: 2:00 p.m., Central Time

NOTE: THIS SOLICITATION IS A **SEALED BID** AND MUST BE RETURNED BY MAIL OR DELIVERED IN PERSON. BID RESPONSE FORMS CANNOT BE FAXED AND ANY FAX RESPONSES SHALL BE REJECTED.

This ITB is available in electronic form at <http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp> It is available in PDF format or in printed form by submitting a written request to the Procurement Specialist listed above. It is the Bidder's responsibility to check the Office of State Purchasing LaPAC website frequently for any possible addenda that may be issued. Southeastern is not responsible for a bidder's failure to download any addenda documents required to complete an Invitation to Bid.

SOUTHEASTERN LOUISIANA UNIVERSITY BID RESPONSE FORM

BUSINESS NAME: _____

TELEPHONE NO.: () _____ **FAX NUMBER:** () _____

ADDRESS: _____

MAILING	CITY	STATE	ZIP
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Scope Of Service: Snack, Candy, Pastry, and Frozen Food Vending Concession

Service Location: Southeastern Louisiana University, Hammond, LA and Southeastern Louisiana University School of Nursing Building, 4849 Essen Lane, Baton Rouge, LA

Contract Period: Commence August 1, 2010 and terminate July 31, 2013

I/we do hereby declare that I/we have carefully examined the bid requirements and specifications, and having personally inspected the site, that I/we have a clear understanding of the said bid documents. I/we do hereby offer to provide the necessary labor, equipment, materials and labor. I/we do hereby agree to maintain and complete, in a thoroughly professional manner, the proposed concession service for the annual minimum guaranty or percentage commission rates stated hereinafter.

I/we do hereby acknowledge receipt of the following addenda (if any):

No. _____ Dated _____ No. _____ Dated _____

Each Bidder should complete all blanks hereinafter specified on the Bid Response Forms. Failure to do so may result in rejection of the offer without further consideration.

VENDING EQUIPMENT: I/we agree to furnish a minimum of _____

- A. Thirty-Five (35) Snack/Candy/Pastry vending machines
- B. Six (6) Frozen Food vending machines

at the initial start of the contract period at the Southeastern Hammond campus. Additionally, **four (4) SNACK/CANDY/PASTRY and four (4) FROZEN FOOD** vending machines to be added at the beginning of each contract year at the discretion of the Contract Coordinator.

I/we agree to furnish a minimum of _____

- A. One (1) snack/candy/pastry vending machine
- B. One (1) frozen food vending machine

at the initial start of the contract period at the Southeastern Louisiana University Baton Rouge campus.

- CARD ACCEPTORS:** I/we agree to install card acceptors on twenty-five (25) vending machines at the initial start of the contract period. I/we agree to install four (4) additional card acceptors at the beginning of each contract year thereafter at the discretion of the Contract Coordinator.
- SELLING PRICE:** I/we agree to initially set the selling price for the contract period as follows:
- A) Snacks / Chips ----- (\$0.85) or less per unit;
 - B) Candy / Pastry ----- (\$0.95) or less per unit;
 - C) Frozen Food Items -- (\$3.00) or less per unit.
- PRODUCT SIZE:** I/we agree to provide products packaged as follows throughout the term of the contract, unless otherwise amended:
- A) Chips ----- 1 oz. bag or larger;
 - B) Candy / Snacks / Pastry ----- standard size package;
 - C) Frozen Food Items ----- standard size package.

BID RESPONSE FORM CONTINUED

MINIMUM GUARANTY: I/we agree to pay Southeastern an annual minimum guaranty of twenty-five thousand dollars (\$25,000) unless the actual percentage commission rate stated hereinafter exceeds the aforementioned annual minimum guaranty.

COMMISSION RATE: I/we agree to pay Southeastern the percentage commission rate of _____ PERCENT (_____%)
based on the *gross cash sales after taxes of each unit dispensed for Hammond and Baton Rouge campuses.

Note: If commission rate is different for succeeding contract terms, state the the applicable percentage:

4th year _____%; 5th year _____%.

*GROSS SALES FOR THE PURPOSE OF THIS CONTRACT IS TO BE CALCULATED BY THE DIFFERENCE BETWEEN THE BEGINNING AND ENDING CASH READINGS OF THE MANDATORY NON-RESET COUNTERS

BID GUARANTY: Attached is _____ a bond in the amount of _____

* or *

_____ a certified check or _____ cashier's check in the amount of (\$_____).

PERFORMANCE GUARANTY:

List the name, address (street/city/state/zip) & telephone no. of the Louisiana licensed surety that will be used to furnish the performance bond if selected the successful Bidder.

Name of Surety: _____
(Not the Agent Company)

Surety's Address: _____

Surety Telephone No.: _____

Agent Company: _____ Telephone No.: _____

* or *

[] Shall furnish an acceptable cash form in lieu of the performance guaranty to be remitted prior to the start of the contract term.

SIGNATURE CONSTITUTES ACCEPTANCE: Signature to the bid response form shall be construed as acceptance of the ITB in its entirety.

AUTHORIZED OFFICER: _____
(Signature) (Print or Type Name)

TITLE: _____ DATE: _____

BID RESPONSE FORM CONTINUED

This form is to be completed in its entirety and submitted with the bid response form(s). Failure to complete or return the form with the other bid response form(s) may cause rejection of the bid without further consideration.

INSURANCE INFORMATION TO BE PROVIDED BY BIDDER

Bidder is to list the name and address (street/city/state/zip) of the Louisiana licensed insurance company that is intended to be used to furnish the required minimum levels of insurance coverage if selected the successful Bidder.

WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY..... STATUTORY MINIMUM COVERAGE

Name of Insurer: _____
(Not the Agent Company)

Insurer's Address: _____

Check Insurer's A.M. Best Rating: [] A Level / [] B, C, D, E, F Level

Check Best Financial Size Category Rating: [] VI or Greater; [] V or Less

If Not A.M. Best Rated - State Type of Insurer: _____

Agent Company: _____ Telephone No: _____

COMMERCIAL GENERAL LIABILITY \$1,000,000 MINIMUM COVERAGE

Name of Insurer: _____
(Not the Agent Company)

Insurer's Address: _____

Check Insurer's A.M. Best Rating: [] A Level / [] B, C, D, E, F Level

Check Best Financial Size Category Rating: [] VI or Greater; [] V or Less

Agent Company: _____ Telephone No: _____

AUTOMOBILE LIABILITY \$1,000,000 MINIMUM COVERAGE

Name of Insurer: _____
(Not the Agent Company)

Insurer's Address: _____

Check Insurer's A.M. Best Rating: [] A Level / [] B, C, D, E, F Level

Check Best Financial Size Category Rating: [] VI or Greater; [] V or Less

Agent Company: _____ Telephone No: _____

INSTRUCTIONS TO BIDDERS

PURPOSE

This Invitation To Bid (ITB) sets forth requirements and criteria of Southeastern Louisiana University / SLU / University. The contents of this ITB and the Bidder / Contractor / Vendor / Offerer's bid response shall become contractual obligations if a contract ensues. The ITB, bid response and any resulting contract shall be governed under the laws of the State of Louisiana.

GOVERNING REGULATIONS

This contract will not involve the expenditure of funds by the University. However, the LA Procurement Code - LRS 39:1551, et seq. and LA Administrative Code - LAC 34:III.301, et seq. shall be applicable to this ITB. Invitations to Bid are solicited in an effort to obtain the offering determined by the University as being in SLU's overall best interest.

BID RESPONSE FORM

All bids shall include the bid response forms provided in the ITB. The expectations response form must be properly signed in ink by an officer of the business authorized to sign the bid. Any alterations of the bid response form or foreign conditions attached thereto may cause rejection of the bid response.

CORRECTION OF MISTAKES

Erasures, write-overs, corrections or other changes in the bid are to be initialed by the Bidder. Failure to do so may result in rejection of the bid response without further consideration.

NUMBER OF COPIES

The Bidder shall be responsible for duplicating and retaining any bid response forms and responses for personal record.

REJECTION OF BIDS

The University reserves the right to reject any and all bids, and to waive any informalities. Incomplete, illegible, partial, or informal bids may be rejected.

SEALED BIDS

The entire bid response shall be sealed. The name and address of the Bidder shall appear on the outside of the bid response envelope or container. The bid response envelope/s or container/s shall clearly identify the ITB and scheduled return date and time.

For example: Invitation To Bid For Southeastern Louisiana University
Due: 2:00 p.m., Central Time, [Month] [Day], [Year]

BIDS BINDING

All formal bids shall be binding for a minimum of (60) calendar days and shall not be withdrawn after the specified return date.

BID RESPONSE CONFIDENTIALITY

All bids shall become a matter of public record. Any information considered confidential should not be included in the response.

BIDS DUE

Bidders shall be responsible for the timely delivery of their bid response by the ITB return deadline. Bid responses received after the specified time and date will not be considered, whether delayed in the mail or for any other causes whatsoever.

Bids may be withdrawn by the Bidder upon written or fax request prior to the designated time for return of bid responses. Withdrawal notification must be by signature and received by the SLU Purchasing Department prior to the designated deadline for return of bid responses.

DELIVERY OF BID RESPONSES

Each bid response shall be time recorded upon its delivery by Purchasing Department personnel. The Bidder or its agent may hand deliver the bid response and the deliverer should request a written receipt of its delivery. Or the Bidder may deliver the bid response by an express carrier securing the signature of the person accepting delivery. Or the Bidder may mail the bid response by registered or certified mail return receipt requested.

The address for mailing bids: Southeastern Louisiana University
Purchasing Department
SLU 10800
Hammond, LA 70402

For hand delivered or express bids: Southeastern Louisiana University
Purchasing Department
Property Control & Supply Building
2400 North Oak Street, Building M-4
Hammond, Louisiana 70402

BIDDER INQUIRIES

No negotiations, decisions or actions shall be executed by any Bidder as a result of any oral discussion with any state employee. Only those transactions which are in writing, signed by the Director of Purchasing in addendum form, shall be considered as valid. Telephone inquiries are discouraged.

Inquiries concerning the instructions and other administrative requirements of the ITB shall be submitted in writing and faxed to the Director of Purchasing.

Inquiries concerning the general terms and conditions, and all associated exhibits, in the ITB shall be submitted in writing and faxed to the Contract Coordinator with a copy faxed to the Director of Purchasing.

Inquiries shall be in written form and signed by the inquirer, and received no later than the time and date designated herein. Answers to inquiries that change or substantially clarify the ITB shall be issued in the form of addendum to all known to have received a complete set of documents.

QUALIFICATION OF BIDDER

The University reserves the right to make inquiries and investigations as it deems necessary to determine the responsibility of any Bidder to perform the services. The Bidder shall furnish all information and data for this purpose as the University may request. The unreasonable failure of any Bidder to promptly supply information in connection with an inquiry may be grounds for non-responsibility.

COST INCURRED

This solicitation does not commit the University to award a contract and the University shall not be responsible for any costs incurred by any Bidder in the preparation of any bid response.

PRE-BIDDER CONFERENCE

None scheduled.

TAXES

The Bidder shall exclude from its commission rate all federal, state and local taxes of all kinds applicable to the performance of the contract.

MINIMUM GUARANTY

The successful Bidder shall guaranty to the University an annual minimum guaranty of (\$25,000) unless the successful Bidder's actual percentage commission rate exceeds the aforementioned annual minimum guaranty. In the event actual percentage commission rate does not exceed the annual minimum guaranty, the Vendor shall be responsible to remit the difference to the University

PRESENT CONTRACT INFORMATION

Vendor - J & L Vending Services / Walker, LA:

Commission rate paid by current vendor - 20% - Hammond Campus

Commission rate paid by current vendor - 15% - Baton Rouge Campus

PERCENTAGE COMMISSION RATE

The Bidder shall quote the percentage commission rate that the Bidder shall pay the University based on the gross sales after taxes of each unit dispensed. For the purpose of this contract, gross sales are to be calculated by the difference between the beginning and ending cash readings of the mandatory non-reset counters. The successful Vendor shall be responsible for payment of all costs (labor, equipment, materials, taxes, license fees, maintenance, bonds, insurance, etc.) necessary to execute the designated contract service in full conformity with the ITB. The successful Vendor shall be responsible for any and all applicable Federal, State, County, Parish, Municipal or other taxes.

Vendor to quote the same commission rate for both campuses.

ON-SITE INSPECTION

An on-site inspection should be performed by each Bidder to thoroughly familiarize the Bidder with the difficulties and restrictions in accomplishing the Contract. Failure to do so shall not relieve the successful Bidder from the necessity of furnishing, installing or providing (without any additional cost to the University) any equipment, materials or labor that may be required to comply with the intent of the Contract. Bidders are requested to inform the Contract Coordinator by

telephone of their intention to inspect the campus at least twenty-four (24) hours prior to their desired visit.

LIST OF USERS

The Bidder should attach to the Bid Response Form a list of at least three (3) businesses or organizations in which snack vending services as specified herein have been provided by the Vendor within the last two (2) years. This list should include the name of the business or organization, their address, their telephone number and a contact person that may be contacted for reference.

PRODUCT LIST

The Bidder should attach, to the Bid Response Forms, a list of the products and their respective brand names that are to be furnished as stated below:

- 1) Snacks minimum of 5 selections
(including but not limited to chips, crackers, peanuts, cookies, gum)
- 2) Candy minimum of 12 selections
- 3) Pastries minimum of 5 selections
(including but not limited to fruit pies, cinnamon rolls, muffins, donuts)
- 4) Frozen Food Items minimum of 12 selections
(including but not limited to hamburgers, pizza, sandwiches, calzones, entrees, ice cream)

All products should enjoy national and local acceptance and name recognition. The University reserves the right to reject any product considered in its judgment not to enjoy national and local acceptance and name recognition. If rejected the vendor will be required to offer a product deemed acceptable to the University to meet this intent of national and local acceptance and name recognition.

BID GUARANTY

Each Bidder shall furnish a bid guaranty in the form of a bond from a surety licensed to conduct business in the State of Louisiana and it shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least an A- rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to 10 percent of policyholders' surplus as shown in the A.M. Best's Key Rating Guide. A bid deposit in the form of a certified check or cashier's check made payable to Southeastern Louisiana University may be submitted in lieu of a bond. **The bid guaranty shall be in the amount of five percent (5%) of the minimum annual guaranty of \$25,000.**

The bid guaranty shall be subject to forfeiture for failure on the part of the successful Bidder (a) to satisfy any bid requirements, or (b) to furnish any required performance guaranties or insurance verifications, or (c) to execute the Contract within the time stipulated after official notification is made by the University.

The University shall have the right to retain the bid guaranty of all Bidders until either (a) the successful Bidder has satisfied all ITB requirements and the

Contract has been executed, or (b) all bid responses have been rejected. Only bid guaranties in check form will be returned to Bidders.

PERFORMANCE GUARANTY

The University shall require the successful Bidder to furnish a Performance Bond in the amount of (\$25,000) or other acceptable on demand cash form acceptable to Southeastern. The Performance Bond shall be made payable to Southeastern Louisiana University. The performance bond shall automatically be extended annually by the surety or insurance company during the contract, unless otherwise reissued by the surety.

The surety or insurance company furnishing the performance bond shall be written by a surety or insurance company currently on the U.S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register, or by a Louisiana domiciled insurance company with at least an A- rating in the latest printing of the A.M. Best's Key Rating Guide to write individual bonds up to 10 percent of policyholders' surplus as shown in the A.M. Best's Key Rating Guide.

The bond shall secure for the University the prompt and faithful performance of the Bidder in strict accordance with the Contract.

BID AWARD

The contract shall be awarded with reasonable promptness by written notice to a responsible and responsive Bidder whose bid response meets the requirements and criteria set forth in the ITB. Award will be made to the Bidder offering the highest percentage commission rate to be paid to SLU for the duration of the contract period. In the event of a tie, the University may select the Bidder offering the best selection of product determined to be in Southeastern Louisiana University's best interest.

SOUTHEASTERN LOUISIANA UNIVERSITY

GENERAL CONDITIONS

ACCESS TO RECORDS

The Contractor agrees that the University and the Legislative Auditor of the State of Louisiana shall have access to, and the right to audit and examine, any pertinent books, documents, papers, and records of the Contractor relating solely to this ITB, bid response and any resulting contract agreement.

ACCIDENTS

The Contractor agrees that in the event of any accident of any kind and degree, the Contractor will immediately notify the University's Campus Police Department (549-2222) and thereafter furnish a full written report of such accident.

ASSIGNMENT

The Contract or any portion thereof or any interest therein shall not be assigned, transferred, conveyed, sublet or disposed of without the previous consent, in writing, of the University. Any attempted assignment under the Contract shall be void and of no effect.

CONTRACT AGREEMENT

The Contract, and any properly executed amendment thereto, the Invitation To Bid, and the Bidder's response shall constitute the entire agreement between the parties and shall supersede all prior oral or written agreements or understandings.

In the event of any inconsistent provisions, the Contract (excluding the ITB and Contractor's bid response) shall take precedence, followed by the provisions of the ITB and then by the terms of the Contractor's bid response.

The Contractor to execute a contract with the University, in a form prescribed by the University, no later than fourteen (14) calendar days of University notification to execute the contract.

The Contract shall not be modified, altered, or changed except by mutual agreement amended in writing by the authorized representative of each party to the Contract.

CONTRACT EXTENSION

Based upon the mutual agreement of the successful Bidder and Southeastern Louisiana University, the contract may be extended for two (2) additional twelve (12) month periods. "The continuation of this contract is contingent upon the appropriation of funds for the continued operations of the University and/or facilities by the Louisiana Legislature. If the Legislature fails to appropriate sufficient funds to provide for the continuation of operations, then the contract shall terminate on the date of the beginning of the fiscal year for which funds are not appropriated."

COPYRIGHTS AND PATENTS

The Contractor shall indemnify and hold harmless the State, the University, its officers, agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented, invention, article or appliance furnished or used in the performance of the contract agreement of which Contractor is not the patentee, assignee, or licensee.

DISPOSAL OF NON-HAZARDOUS MATERIALS

The Contractor shall at all times keep the premises free from accumulations of trash, waste materials and debris caused by its employees or its operations. Removal of all trash, waste materials and debris generated by operations shall be disposed of in receptacles provided at designated locations.

EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall be an equal employment opportunity employer. The Contractor shall neither discriminate nor permit discrimination in its operations or employment practices against any person or group of persons on the grounds of race, color, religion, sex, age, national origin, handicap, disability, veteran status or any other factor prohibited by law.

FORCE MAJEURE

Both parties agree that, if by reason of strike or other labor disputes, civil disorders, inclement weather, acts of God, or other unavoidable cause, either party is unable to entirely perform its obligations, such performance shall not be considered a breach of the Contract.

GOVERNING LAW

The Contract, and all matters or issues related to it, shall be governed by and shall be in accordance with the laws of the State of Louisiana.

If any provision of the Contract, as applied to either party or to any circumstance, shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of the Contract or the validity or enforceability of the Contract.

HAZARDOUS WASTE GENERATION

In the event the Contractor produces "a hazardous waste" as defined by the Department of Natural Resources Hazardous Waste Division of the State of Louisiana, then the Contractor shall be designated as the "generator" of such waste. The liability of hazardous waste disposal shall rest with the Contractor and not the University.

HOLIDAYS

The University shall recognize the following holidays during the contract term. Contractor shall not be responsible for responding to service on these holidays.

- | | |
|---------------------------|---------------------|
| 1) New Year's Day | 6) Independence Day |
| 2) Martin Luther King Day | 7) Labor Day |
| 3) Mardi Gras Day | 8) Thanksgiving Day |

- 4) Good Friday
- 5) Memorial Day
- 9) Christmas Day

The Contractor shall seek, in writing, the advance written approval of the contract Coordinator regarding the recognition of any other holidays for its employees not contained herein.

INDEMNIFICATION AGREEMENT (HOLD HARMLESS)

The Contractor agrees to protect, defend, indemnify, save and hold harmless the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expenses and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of the Contractor, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by Contractor as a result of any claim, demands, and/or causes of action except of those claims, demands, and/or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its agents, representatives, and/or employees. Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

INDEPENDENT CONTRACTOR

All of the Contractor's employees furnishing or performing services under the contract agreement shall be deemed employees solely of the Contractor and shall not be deemed for any purposes whatsoever employees or agents of, acting for or on behalf of, the University. The Contractor shall perform all services as an independent Contractor and shall discharge all its liabilities as such. No acts performed or representations made, whether oral or written, by the Contractor with respect to third parties shall be binding on the University.

INSPECTION OF FACILITIES

The Contractor shall visit the site of the proposed service, inspect the site, utilities, equipment and particularly familiarize himself with the difficulties and restrictions regarding the execution of the proposed services. No additional allowance shall be granted to any Contractor because of lack of knowledge of conditions.

INSURANCE

The Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by the Contractor, his agents, representatives or employees. The cost of such insurance shall be borne by the Contractor. See specific requirements regarding insurance elsewhere in the ITB.

The insurance afforded by this policy shall not be suspended, voided, cancelled, reduced in coverage or in limits during the term of the contract.

LAWS

The Contractor shall comply with all applicable laws, ordinances, and regulations of the local, state, and federal government in the performance of the Contract.

The Contractor shall be responsible for strict compliance with all applicable local, state and federal laws concerning fair employment, minimum wage and equal opportunity practices.

LIENS

The Contractor shall at all times keep the University free and clear from all liens asserted by any person, firm, or corporation for any reason whatsoever, arising from the furnishing of services (whether for services, work, labor performed, or materials or equipment purchased) by the Contractor pursuant to the terms of the Contract. If any such lien shall at any time be filed against the University's premises in connection with the Contract and the Contractor shall fail to cause such lien to be removed or discharged (by payment or bond or otherwise) within ten (10) calendar days after being notified of the filing of such lien, then the University may, without prejudice to any right or remedy available to the University, contact the surety or insurance company furnishing the performance and payment guaranty and demand the lien be removed or discharged (by payment or bond or otherwise). The Contractor and its surety or insurance company shall be held liable for all costs and expenses (including attorney's fees) incurred by the University in resolving said lien.

NON-EXCLUSIVE AGREEMENT

The University reserves the right to purchase or receive services within the scope of the contract determined by the University to be within its best interests.

NOTICES

Any notice required under the Contract shall be in writing and may either be given by personal delivery or sent by registered or certified mail to the other party. Notification to the Contractor shall be to the last known address on file with the University, unless otherwise amended in the Contract. Notification to the University shall be to Southeastern Louisiana University, Purchasing Department, SLU 10800, Hammond, LA 70402.

PERMITS AND LICENSES

The Contractor shall, at its sole expense, procure and keep in effect all necessary permits and licenses required for performance under the Contract, and the Contractor shall post or display in a prominent place such permits and/or notices as are required by law.

PERSONNEL

The Contractor agrees that, at all times, the employees of the Contractor furnishing or performing services under the Contract shall do so in a proper, workmanlike, and dignified manner.

The University reserves the right to require the Contractor to remove any employee employed under the contract when the University deems it to be in the University's best interests.

PRESENCE ON UNIVERSITY PREMISES

The Contractor agrees that all persons working for or on behalf of the Contractor whose duties bring them upon the University's premises shall obey all University policies, police security measures and vehicle regulations that are established by the University and shall comply with the reasonable directives of its University representatives and Police Security Officers.

The Contractor agrees that all employees of the Contractor shall register their motor vehicles with the University Police Department and that all employees will pay the current annual faculty/staff vehicle registration fee of forty-five (\$45) dollars per vehicle. During the term of the registration, the employee shall be responsible for the payment of all traffic and parking fines assessed against the registered vehicle. However, in the event the employee fails to pay all recorded fines prior to the termination or expiration of employment or the contract, the Contractor will then become responsible for payment of all fines assessed against the employee.

The Contractor shall be responsible for the acts of its agents and employees while on the University's premises. Accordingly, the Contractor agrees to take all necessary measures to prevent injury and loss to persons or property located on the University's premises. The Contractor shall be responsible for all damages to persons or property caused by the Contractor or any of its agents or employees. The Contractor shall promptly repair, to the specifications of the University's Physical Plant Department, any damage that the Contractor, its agents or employees, may cause to the University's premises or equipment.

PUBLICITY

The Contractor shall not in any way or in any form publicize or advertise in any manner the fact that the Contractor is providing services to the University without the express written approval of the Contract Coordinator, obtained in advance, for each item of advertising or publicity. However, nothing herein shall preclude the Contractor from listing the University on its routine client list for matters of reference.

SAFETY

The Contractor, its agents and employees shall practice safe work habits, make safe use of chemicals, and handle safely equipment employed. In addition, the Contractor shall use equipment, signs, barriers, or other devices to protect persons or property, and shall avoid the usage of hazardous materials that are not essential to the performance of the Contract.

SECURITY

The University shall have no responsibility for the loss, theft, mysterious disappearance of, or damage to, equipment, tools, materials, supplies, and other personal property of the Contractor, employees or agents, which may be brought or stored on the University campus.

STANDARD OF PERFORMANCE

The Contractor agrees to perform the services specified under the Contract with that standard of care, skill, and diligence normally provided by a professional organization in the performance of such services.

SUBCONTRACTORS

The Contractor shall perform all portions of the contract without the use of subcontractors.

SUPERVISION

The Contractor shall provide, at all times, adequate and expert supervision for its agents and employees in the areas under the Contract.

SURRENDER OF PREMISES AND EQUIPMENT

On termination or expiration of the Contract, the Contractor shall vacate all parts of the University's premises occupied by it and shall restore the premises to the University in the same condition as when originally made available to the Contractor, reasonable wear and use expected. Surrendered premises and equipment shall be left in a clean, orderly state satisfactory to the University.

SURVIVAL

The terms, conditions and representations contained in the Contract shall survive the termination or expiration of the Contract.

TAXES

The Contractor shall pay when due all taxes or assessments applicable to the Contractor. The Contractor shall comply with the provisions of the applicable statutes and the regulations of the applicable taxation authority.

TERMINATION

If, because of reasons beyond the control of the University (e.g. fire, legislative funding), business operation in any or all of the facilities of the University are interrupted or stopped, then the University shall have the right to terminate or suspend the contract immediately by certified written notice without any penalty thereof.

The University may terminate the contract agreement at its convenience upon thirty (30) calendar days written notice at any time during the term of the contract. Any contract cancellation shall be served by registered or certified mail.

The Contractor may terminate the contract agreement at its convenience upon (60) days written notice prior to the end of an academic semester (i.e. December 15th, May 15th, July 30th). Any contract cancellation shall be served by registered or certified mail.

In the event, either party breaches any terms or conditions of the contract agreement, the aggrieved party shall give the other party at least ten (10) calendar days written notification of the alleged breach. The aggrieved party shall set forth the alleged breach and demand compliance with the contract. Unless within ten (10) calendar days after receiving such notice, the notified party has not contested such alleged breach or such breach has ceased or the notified party has made arrangements to correct the alleged breach, then the aggrieved party may terminate the contract, without prejudice to any right or remedy the aggrieved party may have, by giving ten (10) calendar days written notice. Any contract cancellation for cause shall be served by registered or certified mail.

UNIVERSITY PERSONNEL

The University shall at all times have access to operations and be able to conduct inspections of facilities and equipment as deemed in the best interests of the University.

USE OF UNIVERSITY'S FACILITIES

The Contractor, its agents and employees shall have the right to use only those facilities of the University that are necessary to perform services under the contract agreement and shall have no right of access to any other facility of the University.

UTILITIES

The University shall provide, at its own expense, services at existing outlets (electric power and domestic cold water) for the convenience of the Contractor. Any modification to existing outlets required or requested by the Contractor shall be at the Contractor's expense. The University shall not be responsible for any loss or delay sustained by the interruption or failure of utilities for any cause whatsoever.

SPECIFICATIONS AND REQUIREMENTS

EQUIPMENT

The Vendor shall furnish vending equipment in first class mechanical operation and attractive in appearance on the date of installation. Equipment shall be of the most recent model and not manufactured before 2000. Acceptable appearance shall be determined solely by the University.

The Vendor shall equip each vending machine with a non-resetable electronic counter for recording all sales by each machine. Meters may not have a timing device to start and stop the meter. If any machine is found to have a timing device, the agreement will be automatically terminated. Vendor may not use any computer inventory and cash accounting software program that contains an "r" factor (sales reduction calculation percentage) or any other type of program that effectively reduces the amount of commissions actually due to the University. The University requests an affidavit from the successful bidder on the software manufacturer stating that no such devices are used prior to commencement of the agreement. Failure to provide such documentation upon request will result in the rejection of the bid.

Additional snack machines may be added as needed/requested provided the Vendor and Contract Coordinator are in agreement. Contract Coordinator will provide exact locations of each machine.

The Vendor shall equip a minimum of 75% of machines with a card acceptor at the start of the contract. The additional 25% of machines will be equipped at the start of the second contract year.

The Vendor shall equip each vending machine with a dollar bill validator in addition to coin acceptors.

Equipment shall be compatible in terms of décor.

Initial and subsequent equipment installation shall be identified by serial number, manufacturer, type of equipment, and year model.

The University shall review the non-resetable counters at quarterly intervals with the Vendor or upon a time schedule agreed upon accordingly.

The Vendor shall notify the Contract Coordinator prior to the removal or installation of any machine at the facility. The Contract Coordinator shall be notified and the meter readings verified for these units.

The Vendor shall retain ownership of the equipment at all times and shall be responsible for the adequate insurance thereof. Vending machines will be placed in the designated locations at the sole risk of the vendor and the university will in no way be liable for destruction or theft of the property of the vendor through vandalism or any other causes.

The University shall be responsible for the payment of all utilities related to the operation of the vending equipment.

The Vendor shall agree to keep energy consumption at a minimum and shall comply with energy conservation practices and policies and shall endeavor to conserve the use of energy thereof. The University shall not be liable for any loss that may result from the interruption or failure of any such utility. The University will make every effort to notify vendor of any such outages.

The University reserves the right to require the vendor to replace any and all units, as in the University's opinion, that is considered unacceptable or unsafe for its students' use.

The Vendor agrees to allow the University to remove and/or secure any equipment during the contract term that may be in the best interests of the Vendor and/or the University.

The Vendor shall agree that vending equipment not removed from the University locations upon termination of this contract may be removed and placed in storage by the University ten (10) calendar days after written notice. All costs for removal and storage shall be at the rate of \$5.00 dollars per day per machine. Product and revenue loss shall be the responsibility of the Vendor.

EQUIPMENT MAINTENANCE AND REPAIR

Equipment and supplies shall be maintained during the term of this agreement in a condition satisfactory to the University. The Vendor shall adhere to the highest standards of cleanliness and sanitary practices. The University will conduct routine inspections on a monthly basis. Vendor will be given written documentation of any machines the University feels does not meet University standard and given thirty (30) days to bring them up to standard.

The Vendor shall conduct equipment maintenance and sanitation inspections on a monthly basis.

The Vendor shall design a preventative maintenance program for the regular replacement of worn, damaged or malfunctioning vending equipment. This program shall include maintaining an inventory of certain equipment and parts necessary to meet emergencies. The University will not provide maintenance or repairs on any vending equipment belonging to the Vendor.

The Vendor shall provide remedial maintenance service on vending equipment. Equipment that cannot be returned to full service within twenty-four (24) hours of notifications shall be replaced with equipment similar in design and quality. Response time shall not exceed four (4) hours. The Vendor's repair personnel shall be responsible to contact the Campus Card Operations Office while on campus identifying all equipment serviced on that visit.

The Vendor shall deliver snack products to all vending equipment, Monday through Friday, at hours determined by the Contract Coordinator. The Contract Coordinator shall also determine specific locations that require product service on Saturdays, Sundays and holidays. The vendor shall identify certain equipment that requires product stocking more frequently and shall maintain adequate inventory in such equipment. The Vendor must stock equipment to capacity, which ensures product available through next servicing. Vending machines shall be operated during the entire year with reduced equipment and selections arrived at by mutual agreement for the summer session and semester breaks.

Industry improvements to vending operations, which occur during the term of this agreement, shall be incorporated by the Vendor in subsequent installations.

The Vendor shall provide a local or toll free number that may be utilized for inquiries and/or reporting maintenance matters. This may be satisfied by collect call privileges. Verbal response must be within one (1) hour from time call is placed.

The Vendor shall meet quarterly with the Contract Coordinator to discuss adjustments in equipment, operations, policies and products and shall cooperate at all time to maintain maximum efficiency and service to the University community.

The Vendor shall distinguish employees by use of distinctive uniforms that readily identify the Vendor and employee by name. Vendor's personnel shall wear the uniforms at all times while on campus on the Vendor's behalf.

PRODUCT SPECIFICATION, PORTIONS AND PRICES

The Vendor shall comply with the portions and prices specified herein and those additions arrived at by mutual agreement between the Contract Coordinator and the Vendor at the start of this agreement or changes as may become necessary during the term of the agreement.

A list of the products and their respective brand names should be attached to the Bid Proposal Form.

Upon commencement of the agreement, the Vendor shall submit to the Contract Coordinator, a listing of all products actually stocked in the vending equipment. The Vendor shall notify the Contract Coordinator of any changes to be made during the term of the agreement.

All products should enjoy national and local acceptance and name recognition. The University reserves the right to reject any product considered in its judgment not to enjoy national and local acceptance and name recognition. If rejected the vendor will be required to offer a product deemed acceptable to the University to meet this intent of national and local acceptance and name recognition.

The Vendor shall vend products in standard size portions unless otherwise stated in contract. Specific information on portion sizes is provided. The Vendor shall offer a minimum selection of 10% healthy items at each vending location.

The Vendor's employees shall not manually sell items sold in vending equipment. Location sales during the equipment stocking process shall not be done manually.

This agreement includes the machine dispensing of snacks, candy, nuts, gum, pastries, as well as frozen food products.

All vend prices shall be firm for the contract term. However, vend price may be adjusted during the contract term due to rapid and substantial price fluctuations as can be related to costs beyond the Vendor's control (i.e. raw materials, etc.) The Vendor must submit appropriate documentation for any such request. The maximum allowable increase requested shall not exceed twenty (20%) percent of the established product price for the previous contract term. The University reserves the right to reject any request for a price increase. Any request for a vend price increase shall be forwarded, in writing, to the Contract Coordinator at least sixty (60) calendar days in advance or prior to the expiration of the contract term. Commission rates shall remain constant for the respective contract term regardless of any vend price adjustment.

The Vendor must adhere to refunding plan of the University. The Vendor shall provide each vending location with information to the customer where malfunctions, product quality comments and refund requests may be made. The Campus Card Operations Office will provide the signage.

The Vendor shall be considered the sole supplier for snack vending equipment at the facility during the contract term. However, the University or any campus organization or group shall reserve the right to sell, dispense or give away any procured or donated snack product from any source, in any facility, in any location, at any activity, or for any fund raising or business operation of the University.

The Vendor shall not donate snack-vended products to any campus organization or group without the advance oral or written approval of the Contract Coordinator.

COMMISSIONS, ACCOUNTING CONTROLS AND PAYMENTS

Commissions shall be expressed by the Vendor on the Bid Response Form on gross cash sales after taxes. The percentages shall be based on the unit prices stated herein or amended.

The Vendor shall keep separate and distinct records on each vending machine. The University reserves the right to accompany the representatives of the successful Bidder on his calls to service the vending machines.

The Vendor shall submit commission payment to the Contract Coordinator by the 10th of each month covering the operation of the preceding month. Commission payment or invoice to the University shall include accounting records that indicate totalized counter readings for each machine and location. This accounting report shall indicate total dollars sold by each machine and calculation of commissions based on dollars sales as represented by non-reset counters.

Payment shall be in the form of check made payable to Southeastern Louisiana University. The check should not include any name other than Southeastern Louisiana University.

Commission checks, invoices and reports are to be mailed to Campus Card Operations, SLU 10766 Hammond, LA 70402.

STATE OF LOUISIANA

CONTRACT NO. _____

PARISH OF TANGIPAHOA

SAMPLE CONTRACT

BE IT KNOWN, that SOUTHEASTERN LOUISIANA UNIVERSITY (hereinafter sometimes referred to as "State") and (Contractor's name and legal address) _____ (hereinafter sometimes referred to as "Contractor") do hereby enter into contract under the following terms and conditions:

CONTRACT DOCUMENTS: The contract documents shall consist of this Contract, the Invitation to Bid and the Contractor's bid response.

CONTRACT ORDER OF PRECEDENCE: In the event of any inconsistent or incompatible provisions, this signed Contract (excluding the ITB and Contractor's response) shall take precedence, followed by the provisions of the Invitation to Bid, and then by the terms of the Contractor's response.

CONTRACT SERVICE: The Contractor shall perform the contract in accordance with the specifications and requirements to furnish a snack, candy, pastry, and frozen food item vending concession at the Southeastern Hammond Campus, Hammond, LA and Baton Rouge School of Nursing building located at 4849 Essen Lane, Baton Rouge, LA.

CONTRACT SUM: The Contractor agrees to pay the State for the contract service provided, the commission rate of _____ percent (____%) for snack, candy, pastry, and frozen food items.

Commission rate shall be based on the gross sales after taxes of each unit dispensed * or * an annual minimum guaranty of \$25,000, whichever is greater.

CONTRACT TIME: All service under this contract shall commence the 1 day of August, 2010 and shall terminate by the 31 day of July, 2013.

GOVERNING LAW: This Contract shall be deemed a contract made in Louisiana and shall be governed by the laws of the State of Louisiana.

COMPLETE CONTRACT: This Contract, and any properly executed amendments thereto, the Invitation to Bid and the Contractor's bid response shall constitute the complete and exclusive agreement between the parties and supersedes all prior oral or written agreements of communications relating to the subject matter of the contract.

ACCEPTANCE: In witness whereof, this Contract is executed the day, month and year signed by the State.

CONTRACTOR NAME_____
SOUTHEASTERN LOUISIANA UNIVERSITY
STATE NAME_____
SIGNATURE_____
SIGNATURE John L. Crain_____
TITLE_____
University President
TITLE_____
DATE_____
DATE

SOUTHEASTERN LOUISIANA UNIVERSITY
INSURANCE AND INDEMNIFICATION REQUIREMENTS
FOR SUCCESSFUL BIDDER

Before commencing work, the other party (vendor/contractor or subcontractor) shall obtain at its own cost and expense the following insurance in insurance companies authorized in the State, with an A.M. Best rating of A-:VI or higher and shall provide evidence of such insurance to the University, as may be required by the University. The policies or certificates thereof, shall provide that thirty (30) days prior to cancellation notices of same shall be given to the University by registered mail, return receipt requested, for all of the following stated policies. All notices shall name the other party and identify the agreement or contract number.

- A. Workers' Compensation - Statutory - in compliance with the Compensation law of the State. (A.M. Best's rating requirement mentioned may be waived for workers compensation coverage only.)
- B. Comprehensive General Liability Insurance with a minimum of liability per occurrence of \$1,000,000 for bodily injury and property damage. This insurance shall include the following coverage:
 - 1. Premises - Operations
 - 2. Broad Form Contractual Liability
 - 3. Products and Completed Operations
 - 4. Use of Contractors and Subcontractors
 - 5. Personal Injury
 - 6. Broad Form Property Damage
- C. Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and property damage unless otherwise indicated in the contract specifications. The insurance shall include for bodily injury and property damage the following coverage:
 - 1. Owned automobiles
 - 2. Hired automobiles
 - 3. Non-owned automobiles

Note: If the vendor/contractor does not own an automobile and an automobile is utilized in the execution of the contract, then only hired and non-owned coverage is acceptable. If an automobile is not utilized in the execution of the contract, then automobile coverage is not required.

Location of operation shall be "All Locations".

- D. Other Party's Professional Liability. The other party shall provide proof of such insurance. (Minimum limits of \$1,000,000). Required in the "Special Conditions" of the contract specifications.
- E. If at any time any of the policies shall become unsatisfactory to the Agency as to form or substance, or if a company issuing any such policy shall become unsatisfactory to the Agency, the other party shall obtain a new policy, submit the same to the Agency for approval and submit a certificate of insurance as required in the contract. Upon failure of the other party to furnish, deliver and maintain such insurance as above provided, this contract at the election of the University may be forthwith declared suspended,

discontinued or terminated. Failure of the other party to take out and/or maintain any required insurance, shall not relieve the other party from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the other party concerning indemnification.

- F. All policies and certificates of insurance of the other party shall reflect the following:
- 1) The other party's insurer will have no right of recovery or subrogation against the University, it being the intention of the parties that the insurance policies so affected shall protect both parties and the primary coverage for any and all losses covered by the described insurance.
 - 2) The University shall be named as an "additional insured" as regards to negligence by the contractor. (ISO Form CG 20 10 03 97).
 - 3) The insurance companies issuing the policy or policies shall have no recourse against the University for payment of any premiums or for assessments under any form of policy.
- G. The following Indemnification Agreement shall be, and is hereby, a provision of the contract:
- The other party agrees to protect, defend, indemnify, save and hold harmless the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of the other party, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by the other party as a result of any claim, demands, and/or causes of action except those claims, demands, and/or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its agents, representatives, and/or employees. The other party agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if (claims, etc.) is groundless, false or fraudulent.
- H. Any and all deductibles in the below described insurance policies shall be assumed by and be for the amount of, and at the sole risk of the other party.
- I. The insurance companies issuing the policy or policies shall have no recourse against the University for payment of any premiums or for assessments under any form of policy.
- J. All property losses shall be made payable to and adjusted with the University.
- K. Neither the acceptance of the completed work nor payment thereof shall release the Contractor/Subcontractor from his obligations from the insurance requirements or indemnification agreement.
- L. If any of the Property and Casualty insurance requirements with at their renewal dates, payments to the Contractor/Subcontractor may be withheld until those requirements have been met, or at the option of the University, the

University may pay the Renewal Premium and withhold such payments from any monies due Contractor/Subcontractor.

The successful Bidder shall be required
to execute the below Indemnification Agreement
as part of the Award Requirements.

INDEMNIFICATION AGREEMENT

The **VENDOR** agrees to protect, defend, indemnify, save and hold harmless the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expenses and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of **VENDOR**, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by **VENDOR** as a result of any claim, demands, and/or causes of action except of those claims, demands, and/or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its agents, representatives, and/or employees. **VENDOR** agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

Accepted by:

Company Name

Signature

Title

Date Accepted

Is Certificate of Insurance Attached? [] Yes [] No

Contract No. _____ for Southeastern Louisiana University
State Agency Name

PURPOSE OF CONTRACT: _____

TO: Louisiana Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurships

RE: Veteran Initiative – Act 167 of the 2009 Legislative Session

➤ **ARE YOU ELIGIBLE FOR PARTICIPATION?**

- Are you a veteran-owned small entrepreneurship or a service-connected disabled veteran-owned small entrepreneurship in accordance with documentation from the United States Department of Veterans Affairs or the Louisiana Department of Veterans Affairs?
- Are you a Louisiana domiciled business?
- Do you have less than fifty (50) full-time employees?
- Are your annual gross revenue receipts \$5,000,000 or less (for construction) or \$3,000,000 for (non-construction) for each of the previous 3 tax years?

If your answers are yes, your company may be eligible for participation in the Louisiana Veteran-Owned and Service-Connected Disabled Veteran-Owned Small Entrepreneurship Program, also known as the Veteran Initiative.

➤ **WHAT IS THE VETERAN INITIATIVE?**

The Veteran Initiative, created by LRS 39:2171 through 2179 and LRS 51:931, provides additional opportunities for certified Louisiana-based small entrepreneurships to participate in contracting and procurement with the State. Key features of the program are:

- This is a goal-oriented program
- It is race and gender neutral
- Participation is restricted to Louisiana-based certified veteran-owned and service-connected disabled veteran-owned small entrepreneurships

The rules governing the implementation of the program are located at <http://www.doa.louisiana.gov/osp/se/se.htm>

➤ **WHY IS CERTIFICATION IMPORTANT?**

Certification is required for your participation in the Veteran Initiative. Under this program, you may be given increased opportunity to participate in Louisiana state contracts. Certain contracts may be awarded to your business without competition. And, certification is one of the methods that the State of Louisiana will utilize as a basis for benchmarking for annualized procurement and contracting goals.

➤ **WHAT AGENCY IS RESPONSIBLE FOR CERTIFICATION?**

The Louisiana Department of Economic Development (LED) is responsible for certifying Small Entrepreneurships for participation in the program. The (LED) Small Business Certification System may be accessed at https://smallbiz.louisianaforward.com/index_2.asp. For additional information regarding certification, please contact the LED at (225) 342-3000.

➤ **WHAT IS THE ROLE OF THE DEPARTMENT OF VETERANS AFFAIRS?**

The Louisiana Department of Veterans Affairs is responsible for disseminating information on this program and other veterans' benefits to Louisiana veterans. Information on this program and other veterans' benefits can be accessed at www.vetaffaris.la.gov

The State of Louisiana is committed to the success of this program and encourages your participation.